

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LAWRENCE YAPLE, an individual,
and TRACY YAPLE, an individual,

Plaintiffs,

vs.

CITY OF DESERT HOT SPRINGS, a
public entity, OFFICER JASON
KUPKA, an individual, OFFICER
CHRISTOPHER SAUCIER, an
individual, OFFICER GUSTAVO
RAMIREZ, an individual, OFFICER
CHRISTOPHER TOOTH, an
individual, COUNTY OF RIVERSIDE,
a public entity, and DOES 1-20,

Defendants.

Case No. 5:23-cv-01478-ODW (PDx)
[Hon. Otis D. Wright, II, Dist. Judge;
Hon. Patricia Donahue, M. Judge]

**STIPULATED PROTECTIVE
ORDER¹**

FPTC Date: 01/06/25
Trial Date: 02/11/25

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¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Patricia Donahue's Procedures.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery and
8 that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles.

11 B. GOOD CAUSE STATEMENT

12 Defendants contend that there is good cause and a particularized need for a
13 protective order to preserve the interests of confidentiality and privacy in peace officer
14 personnel file records and associated investigative or confidential records for the
15 following reasons.

16 First, Defendants contend that peace officers have a federal privilege of privacy
17 in their personnel file records: a reasonable expectation of privacy therein that is
18 underscored, specified, and arguably heightened by the *Pitchess* protective procedure
19 of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034
20 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-
21 13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based
22 discovery disputes involving federal claims,” the “state privilege law which is
23 consistent with its federal equivalent significantly assists in applying [federal]
24 privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613
25 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based “privacy rights
26 [that] are not inconsequential” in their police personnel records); *cf.* Cal. Penal Code
27 §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants further contend that
28 uncontrolled disclosure of such personnel file information can **threaten the safety of**

1 **non-party witnesses, officers, and their families/associates.**

2 Second, Defendants contend that municipalities and law enforcement agencies
 3 have federal deliberative-executive process privilege, federal official information
 4 privilege, federal law enforcement privilege, and federal attorney-client privilege
 5 (and/or attorney work product protection) interests in the personnel files of their peace
 6 officers – particularly as to those portions of peace officer personnel files that contain
 7 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or
 8 communications for the purposes of obtaining or rendering legal advice or analysis –
 9 potentially including but not limited to evaluative/analytical portions of Internal
 10 Affairs type records or reports, evaluative/analytical portions of supervisory records
 11 or reports, and/or reports prepared at the direction of counsel, or for the purpose of
 12 obtaining or rendering legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa*
 13 *Audubon Soc’y v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir.
 14 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654,
 15 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998);
 16 *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co.*
 17 *v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants
 18 further contend that such personnel file records are restricted from disclosure by the
 19 public entity’s custodian of records pursuant to applicable California law and that
 20 **uncontrolled release is likely to result in needless intrusion of officer privacy;**
 21 **impairment in the collection of third-party witness information and statements**
 22 **and related legitimate law enforcement investigations/interests; and a chilling of**
 23 **open and honest discussion regarding and/or investigation into alleged**
 24 **misconduct that can erode a public entity’s ability to identify and/or implement**
 25 **any remedial measures that may be required.**

26 Third, Defendants contend that, since peace officers do not have the same rights
 27 as other private citizens to avoid giving compelled statements, it is contrary to the
 28 fundamental principles of fairness to permit uncontrolled release of officers’

1 compelled statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d 822,
2 828-830 (1985); *cf.* U.S. Const., amend V.

3 Accordingly, Defendants contend that, without a protective order preventing
4 such, production of confidential records in the case can and will likely substantially
5 impair and harm defendant public entity's interests in candid self-critical analysis,
6 frank internal deliberations, obtaining candid information from witnesses, preserving
7 the safety of witnesses, preserving the safety of peace officers and peace officers'
8 families and associates, protecting the privacy officers of peace officers, and
9 preventing pending investigations from being detrimentally undermined by
10 publication of private, sensitive, or confidential information – as can and often does
11 result in litigation.

12 Plaintiffs do not agree with and do not stipulate to Defendants' contentions
13 stated above. Plaintiffs agree, however, that there is good cause for a Protective Order
14 so as to preserve the respective interests of the parties. Plaintiffs recognize that, absent
15 this Stipulated Protective Order, the parties' respective privilege interests may be
16 impaired or harmed, and that this Stipulated Protective Order may mitigate such harm
17 by permitting the parties to facilitate discovery with reduced risk that confidential
18 information will become matters of public record.

19 Because of these sensitive interests, a Court Order should address these
20 documents rather than a private agreement between the parties.

21 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

22 The parties further acknowledge, as set forth in Section 12.3, below, that this
23 Stipulated Protective Order does not entitle them to file confidential information
24 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
25 the standards that will be applied when a party seeks permission from the court to
26 file material under seal.

27 There is a strong presumption that the public has a right of access to judicial
28 proceedings and records in civil cases. In connection with non-dispositive motions,

1 good cause must be shown to support a filing under seal. See Kamakana v. City and
 2 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors
 3 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics,
 4 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
 5 good cause showing), and a specific showing of good cause or compelling reasons
 6 with proper evidentiary support and legal justification, must be made with respect to
 7 Protected Material that a party seeks to file under seal. The parties' mere designation
 8 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
 9 submission of competent evidence by declaration, establishing that the material
 10 sought to be filed under seal qualifies as confidential, privileged, or otherwise
 11 protectable—constitute good cause.

12 Further, if a party requests sealing related to a dispositive motion or trial, then
 13 compelling reasons, not only good cause, for the sealing must be shown, and the
 14 relief sought shall be narrowly tailored to serve the specific interest to be protected.
 15 See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
 16 item or type of information, document, or thing sought to be filed or introduced under
 17 seal in connection with a dispositive motion or trial, the party seeking protection
 18 must articulate compelling reasons, supported by specific facts and legal
 19 justification, for the requested sealing order. Again, competent evidence supporting
 20 the application to file documents under seal must be provided by declaration.

21 Any document that is not confidential, privileged, or otherwise protectable in
 22 its entirety will not be filed under seal if the confidential portions can be redacted. If
 23 documents can be redacted, then a redacted version for public viewing, omitting only
 24 the confidential, privileged, or otherwise protectable portions of the document, shall
 25 be filed. Any application that seeks to file documents under seal in their entirety
 26 should include an explanation of why redaction is not feasible.

27 2. DEFINITIONS

28 2.1 Action: this pending federal law suit.

1 2.2 Challenging Party: a Party or Non-Party that challenges
2 the designation of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
6 Good Cause Statement, and other applicable federal privileges.

7 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 2.5 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless
13 of the medium or manner in which it is generated, stored, or maintained (including,
14 among other things, testimony, transcripts, and tangible things), that are produced or
15 generated in disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this Action.

19 2.8 House Counsel: attorneys who are employees of a party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.

22 2.9 Non-Party: any natural person, partnership, corporation, association, or
23 other legal entity not named as a Party to this action.

24 2.10 Outside Counsel of Record: attorneys who are not employees of a party
25 to this Action but are retained to represent or advise a party to this Action and have
26 appeared in this Action on behalf of that party or are affiliated with a law firm which
27 has appeared on behalf of that party, and includes support staff.

28 2.11 Party: any party to this Action, including all of its officers, directors,

1 employees, consultants, retained experts, and Outside Counsel of Record (and their
2 support staffs).

3 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this Action.

5 2.13 Professional Vendors: persons or entities that provide litigation
6 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)
8 and their employees and subcontractors.

9 2.14 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL.”

11 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
12 from a Producing Party.

13 3. SCOPE

14 The protections conferred by this Stipulation and Order cover not only
15 Protected Material (as defined above), but also (1) any information copied or
16 extracted from Protected Material; (2) all copies, excerpts, summaries, or
17 compilations of Protected Material; and (3) any testimony, conversations, or
18 presentations by Parties or their Counsel that might reveal Protected Material.

19 Any use of Protected Material at trial shall be governed by the orders of the
20 trial judge. This Order does not govern the use of Protected Material at trial.

21 4. DURATION

22 FINAL DISPOSITION of the action is defined as the conclusion of any
23 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
24 has run. Except as set forth below, the terms of this protective order apply through
25 FINAL DISPOSITION of the action. The parties may stipulate that they will be
26 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,
27 but will have to file a separate action for enforcement of the agreement once all
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1 proceedings in this case are complete.

2 Once a case proceeds to trial, information that was designated as
3 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
4 as an exhibit at trial becomes public and will be presumptively available to all
5 members of the public, including the press, unless compelling reasons supported by
6 specific factual findings to proceed otherwise are made to the trial judge in advance
7 of the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
8 showing for sealing documents produced in discovery from “compelling reasons”
9 standard when merits-related documents are part of court record). Accordingly, for
10 such materials, the terms of this protective order do not extend beyond the
11 commencement of the trial.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under
15 this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The Designating Party must designate for
17 protection only those parts of material, documents, items, or oral or written
18 communications that qualify so that other portions of the material, documents, items,
19 or communications for which protection is not warranted are not swept unjustifiably
20 within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (e.g., to unnecessarily encumber the case development process or to impose
24 unnecessary expenses and burdens on other parties) may expose the Designating
25 Party to sanctions.

26 If it comes to a Designating Party’s attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
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1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2 5.2 Manner and Timing of Designations. Except as otherwise provided in
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
5 under this Order must be clearly so designated before the material is disclosed or
6 produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
12 contains protected material. If only a portion or portions of the material on a page
13 qualifies for protection, the Producing Party also must clearly identify the protected
14 portion(s) (e.g., by making appropriate markings in the margins).

15 A Party or Non-Party that makes original documents available for inspection
16 need not designate them for protection until after the inspecting Party has indicated
17 which documents it would like copied and produced. During the inspection and
18 before the designation, all of the material made available for inspection shall be
19 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
20 documents it wants copied and produced, the Producing Party must determine which
21 documents, or portions thereof, qualify for protection under this Order. Then, before
22 producing the specified documents, the Producing Party must affix the
23 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
24 portion or portions of the material on a page qualifies for protection, the Producing
25 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
26 markings in the margins). Markings added to documents pursuant to this paragraph
27 shall not obscure the content or text of the documents produced.

28 (b) for testimony given in depositions that the Designating Party

1 identify the Disclosure or Discovery Material on the record, before the close of the
 2 deposition all protected testimony. The court reporter must affix to each such
 3 transcript page containing Protected Material the “CONFIDENTIAL legend,” as
 4 instructed by the Designating party.

5 (c) for information produced in some form other than documentary
 6 and for any other tangible items, that the Producing Party affix in a prominent place
 7 on the exterior of the container or containers in which the information is stored the
 8 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
 9 protection, the Producing Party, to the extent practicable, shall identify the protected
 10 portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 12 failure to designate qualified information or items does not, standing alone, waive
 13 the Designating Party’s right to secure protection under this Order for such material.
 14 Upon timely correction of a designation, the Receiving Party must make reasonable
 15 efforts to assure that the material is treated in accordance with the provisions of this
 16 Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 19 designation of confidentiality at any time that is consistent with the Court’s
 20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 22 resolution process under Local Rule 37.1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on
 24 the Designating Party. Frivolous challenges, and those made for an improper purpose
 25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 26 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 27 or withdrawn the confidentiality designation, all parties shall continue to afford the
 28 material in question the level of protection to which it is entitled under the Producing

1 Party's designation until the Court rules on the challenge.

2 6.4. Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a
3 Designating Party may remove Protected Material from some or all of the protections
4 and provisions of this Stipulated Protective Order at any time by any of the following
5 methods:

6 (a) Express Written Withdrawal. A Designating Party may withdraw a
7 "CONFIDENTIAL" designation made to any specified Protected Material from some
8 or all of the protections of this Stipulated Protective Order by an express withdrawal
9 in writing signed by the Designating Party or Designating Party's counsel (but not
10 including staff of such counsel) that specifies and itemizes the Disclosure or
11 Discovery Material previously designated as Protected Material that shall not longer
12 be subject to some or all of the provisions of this Stipulated Protective Order. Such
13 express withdrawal shall be effective when transmitted or served upon the Receiving
14 Party. If a Designating Party is withdrawing Protected Material from only some of the
15 provisions/protections of this Stipulated Protective Order, the Designating Party must
16 state which specific provisions are no longer to be enforced as to the specified material
17 for which confidentiality protection hereunder is withdrawn: otherwise, such
18 withdrawal shall be construed as a withdrawal of such material from all of the
19 protections/provisions of this Stipulated Protective Order;

20 (b) Express Withdrawal on the Record. A Designating Party may withdraw
21 a "CONFIDENTIAL" designation made to any specified Protected Material from all
22 of the provisions/protections of this Stipulated Protective Order by verbally
23 consenting in court proceedings on the record to such withdrawal – provided that such
24 withdrawal specifies the Disclosure or Discovery Material previously designated as
25 Protected Material shall no longer be subject to any of the provisions of this
26 Stipulation and Order;

27 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
28 Designating Party shall be construed to have withdrawn a "CONFIDENTIAL"

1 designation made to any specified Protected Material from all of the
 2 provisions/protections of this Stipulated Protective Order by either (1) making such
 3 Protected Material part of the public record – including but not limited to attaching
 4 such as exhibits to any filing with the court without moving, prior to such filing, for
 5 the court to seal such records; or (2) failing to timely oppose a Challenging Party’s
 6 motion to remove a “CONFIDENTIAL” designation to specified Protected Material.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 9 disclosed or produced by another Party or by a Non-Party in connection with this
 10 Action only for prosecuting, defending, or attempting to settle this Action. Such
 11 Protected Material may be disclosed only to the categories of persons and under the
 12 conditions described in this Order. When the Action has been terminated, a
 13 Receiving Party must comply with the provisions of section 13 below (FINAL
 14 DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
 16 location and in a secure manner that ensures that access is limited to the persons
 17 authorized under this Order.

18 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 19 otherwise ordered by the court or permitted in writing by the Designating Party, a
 20 Receiving Party may disclose any information or item designated
 21 “CONFIDENTIAL” only to:

22 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
 23 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 24 to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of the
 26 Receiving Party to whom disclosure is reasonably necessary for this Action;

27 (c) Experts (as defined in this Order) of the Receiving Party to whom
 28 disclosure is reasonably necessary for this Action and, upon acceptance of the

1 Protected Material, agree to be bound by this Stipulated Protective Order;

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary for this Action and, upon
6 acceptance of the Protected Material, agree to be bound by this Stipulated Protective
7 Order;

8 (g) the author or recipient of a document containing the information or a
9 custodian or other person who otherwise possessed or knew the information;

10 (h) during their depositions, witnesses, and attorneys for witnesses, in the
11 Action to whom disclosure is reasonably necessary provided, upon acceptance of the
12 Protected Material, they agree to be bound by this Stipulated Protective Order unless
13 otherwise agreed by the Designating Party or ordered by the court. Pages of
14 transcribed deposition testimony or exhibits to depositions that reveal Protected
15 Material may be separately bound by the court reporter and may not be disclosed to
16 anyone except as permitted under this Stipulated Protective Order; and

17 (i) any mediator or settlement officer, and their supporting personnel,
18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
20 IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation
22 that compels disclosure of any information or items designated in this Action as
23 “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall
25 include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order
27 to issue in the other litigation that some or all of the material covered by the subpoena
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1 or order is subject to this Protective Order. Such notification shall include a copy of
2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served
6 with the subpoena or court order shall not produce any information designated in this
7 action as “CONFIDENTIAL” before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this Action
12 to disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT
14 TO BE PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the
18 remedies and relief provided by this Order. Nothing in these provisions should be
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party’s
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party
25 that some or all of the information requested is subject to a confidentiality agreement
26 with a Non-Party;

27 (2) promptly provide the Non-Party with a copy of the Stipulated
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1 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 2 specific description of the information requested; and

3 (3) make the information requested available for inspection by the
 4 Non-Party, if requested.

5 (c) If the Non-Party fails to seek a protective order from this court within
 6 14 days of receiving the notice and accompanying information, the Receiving Party
 7 may produce the Non-Party's confidential information responsive to the discovery
 8 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 9 not produce any information in its possession or control that is subject to the
 10 confidentiality agreement with the Non-Party before a determination by the court.
 11 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
 12 of seeking protection in this court of its Protected Material.

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 15 Protected Material to any person or in any circumstance not authorized under this
 16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 17 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 18 to retrieve all unauthorized copies of the Protected Material, and (c) inform the
 19 person or persons to whom unauthorized disclosures were made of all the terms of
 20 this Order.

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain
 24 inadvertently produced material is subject to a claim of privilege or other protection,
 25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 27 may be established in an e-discovery order that provides for production without prior
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1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 2 parties reach an agreement on the effect of disclosure of a communication or
 3 information covered by the attorney-client privilege or work product protection, the
 4 parties may incorporate their agreement in the stipulated protective order submitted
 5 to the court.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 10 Protective Order no Party waives any right it otherwise would have to object to
 11 disclosing or producing any information or item on any ground not addressed in this
 12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any
 15 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 16 only be filed under seal pursuant to a court order authorizing the sealing of the
 17 specific Protected Material at issue. If a Party's request to file Protected Material
 18 under seal is denied by the court, then the Receiving Party may file the information
 19 in the public record unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60
 22 days of a written request by the Designating Party, each Receiving Party must return
 23 all Protected Material to the Producing Party or destroy such material. As used in
 24 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 25 summaries, and any other format reproducing or capturing any of the Protected
 26 Material. Whether the Protected Material is returned or destroyed, the Receiving
 27 Party must submit a written certification to the Producing Party (and, if not the same
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1 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
2 (by category, where appropriate) all the Protected Material that was returned or
3 destroyed and (2) affirms that the Receiving Party has not retained any copies,
4 abstracts, compilations, summaries or any other format reproducing or capturing any
5 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
7 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
8 reports, attorney work product, and consultant and expert work product, even if such
9 materials contain Protected Material. Any such archival copies that contain or
10 constitute Protected Material remain subject to this Protective Order as set forth in
11 Section 4 (DURATION).

1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 CARTER LAW FIRM, APC

8
9 DATE: December 5, 2023

By: /s/ Corey A. Carter
Corey Carter, Esq.
Attorney for Plaintiffs

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11
12 DATE: December 5, 2023

By: /s/ Ricardo Baca
Ricardo Baca, Esq.
Attorney for Defendants,
City of Desert Hot Springs

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16
17 DATE: December 5, 2023

By: /s/ Tori Bakken
Tori L.N. Bakken, Esq.
Attorney for Defendants,
County of Riverside

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21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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23 DATED: December 11, 2023

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26 Patricia Donahue
27 United States Magistrate Judge